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14654-DE, EG  
RECORDATION...  
SEP 27 1996 10:24 AM  
INSTRUMENTS DIVISION

OF COUNSEL  
URBAN A. LESTER

September 26, 1996

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Re: BASF 1985 - Recordation Number 14654

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies each of the following secondary documents: Amendment No. 2 to Conditional Sale Agreement and Amendment No. 2 to Lease of Railroad Equipment, both dated September 24, 1996 and two Assignments of Instruments, one dated September 24, 1996 and the other dated September 26, 1996.

The enclosed documents relate to the Conditional Sale Agreement and other documents previously filed with the Commission under Recordation Number 14654.

The names and addresses of the parties to the enclosed documents are:

Amendment No. 2 to Conditional Sale Agreement

Owner: Barclays Business Credit, Inc.  
75 Wall Street, 12th Floor  
New York, New York 10265

Bank: Barclays Bank PLC  
75 Wall Street, 12th Floor  
New York, New York 10265

Mr. Vernon A. Williams  
September 26, 1996  
Page 2

Amendment No. 2 to Lease of Railroad Equipment

Owner: Barclays Business Credit, Inc.  
75 Wall Street, 12th Floor  
New York, New York 10265

Lessee: BASF Corporation  
3000 Continental Drive  
Mount Olive, New Jersey 07828

Assignment of Instruments (9/24/96)

Assignor: Barclays Bank PLC  
75 Wall Street, 12th Floor  
New York, New York 10265

Assignee: BASF Corporation  
3000 Continental Drive  
Mount Olive, New Jersey 07828

Assignment of Instruments (9/26/96)

Assignor: Barclays Business Credit, Inc.  
75 Wall Street, 12th Floor  
New York, New York 10265

Assignee: The Provident Bank  
One East Fourth Street, Suite 700  
Cincinnati, Ohio 45202

A description of the railroad equipment covered by the enclosed documents is set forth in the Lease as originally filed. There is no new equipment involved in this filing.

Also enclosed is a check in the amount of \$88.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed documents to the undersigned.

Very truly yours,



Robert W. Alvord

RECORDATION NO. 14654-D

SEP 27 1996 10 25 AM

INTERSTATE BANK & TRUST COMPANY

**AMENDMENT NO. 2 TO CONDITIONAL SALE AGREEMENT [BASF '85]**

This AMENDMENT NO.2 TO CONDITIONAL SALE AGREEMENT [BASF '85], dated as of September 24, 1996, between BARCLAYS BUSINESS CREDIT, INC. (successor by merger to Barclays Leasing, Inc. (f/k/a Barclays American/Leasing, Inc.)), a Connecticut corporation ("Owner") and Barclays Bank PLC (successor to Barclays Bank International Limited), a banking corporation organized and existing under and by virtue of the laws of England and operating as an agency in Atlanta, Georgia pursuant to the laws of the State of Georgia ("Bank") said Bank being the assignee pursuant to an Agreement and Assignment between Bank and ACF Industries, Incorporated, a New Jersey corporation ("ACF"), Union Tank Car Co., a Delaware corporation ("Union") and Trinity Industries, Inc., a Texas corporation ("Trinity"), dated as of May 17, 1985, of a Conditional Sales Agreement ("CSA") dated as of May 17, 1985 between Owner and ACF, Union, and Trinity, as amended by that certain Amendment to Conditional Sale Agreement dated as of August 30, 1985, hereby amends said CSA as follows:

1. The following paragraph shall be added at the end of Section 4.4(a) of the CSA as a new fifth paragraph thereof:

Notwithstanding anything in this Section 4.4(a) to the contrary hereinabove stated, interest in the amount of \$15,430.05 shall be payable for the period from July 1, 1996, through September 23, 1996, inclusive, and on and after September 24, 1996, the unpaid balance of the CSA Indebtedness shall bear interest at a rate of interest equal to six and eighty-five one hundredths percent (6.85%) per annum. Attached hereto as Schedule I is the amortization schedule for the CSA Indebtedness as of September 24, 1996. Notwithstanding anything to the contrary in this Conditional Sale Agreement, the Bank acknowledges and agrees that (i) all interest owing with respect to the CSA Indebtedness for the period prior to July 1, 1996 has been paid in full and (ii) Owner and its successors and permitted assigns shall have the right to prepay the CSA Indebtedness at any time upon giving Bank and its successors and assigns at least thirty (30) days' prior written notice of the date of prepayment (the "Prepayment Date"). On the Prepayment Date, Owner or its successors and assigns shall pay to the holder of the CSA Indebtedness the then outstanding principal balance of the CSA plus accrued interest through the Prepayment Date plus a premium determined in accordance with Schedule II hereto.

2. Section 15.1 of the CSA is amended in its entirety to read as follows:

**15.1 Assignment by Owner.** The Owner will not (a) transfer the right to possession of any Equipment (except to the Lessee or any sublessee of the Lessee pursuant to the Lease) or (b) sell, assign, transfer or otherwise dispose of its rights under this Agreement or the Lease except that all, but not less than all, of the Owner's right, title and interest in and to this Agreement and the Lease may be assigned, conveyed or transferred to (a) The Provident Bank, an Ohio banking corporation, or (b) any U.S. corporation, bank, savings institution or trust company; provided, however, that no such transferee shall have an interlocking relationship with the Lessee within the meaning of Section 10 of the Clayton Act. In the event of any such assignment, conveyance or transfer the transferee shall agree to be bound by and assume all the terms of and will undertake all

of the obligations of its predecessor Owner contained in this Agreement, the Lease, the Lease Assignment and Participation Agreement. No such assignment, conveyance or transfer shall violate any provision of law or regulation or create a relationship which would be in violation thereof. Upon any such disposition by the Owner to the transferee as above provided, such transferee shall be deemed the "Owner" for all purposes of this Agreement, the Lease, the Lease Assignment and the Participation Agreement, and shall be deemed to have made all the payments previously made by the Owner making such assignment, conveyance or transfer; and each reference herein to the Owner shall thereafter be deemed to include a reference to such transferee.

3. Schedules I and II attached hereto are hereby attached to the CSA and made a part thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to Conditional Sale Agreement to be executed by an officer thereunto duly authorized on the 24 day of September, 1996.

BARCLAYS BUSINESS CREDIT,  
INC.

By: 

Name: Michael Nash

Title: Senior Vice President

BARCLAYS BANK PLC

By: 

Name: Michael Nash

Title: Senior Vice President

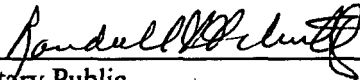
STATE OF NEW YORK )

County of New York )

ss.:

*Senior Vice*

On September, 1996, before me personally came Michael Nash, known to me, who, being sworn by me, deposed and said that [he] resides at New York, New York; that [he] is the [president] of Barclays Business Credit, Inc., the corporation described in and which executed the above instrument; that [he] signed [his] name thereto by authority of the board of directors of the corporation.

  
Notary Public

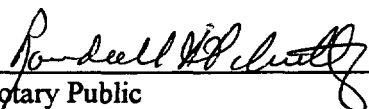
**RANDALL S. SCHULTZ**  
Notary Public, State of New York  
No. 31-4931219  
Qualified in New York County  
Commission Expires June 27, 1998

STATE OF NEW YORK )

County of New York )

ss.:

On <sup>Senior Vice</sup> September, 1996, before me personally came Michael Nash, known to me, who, being sworn by me, deposed and said that [he] resides at New York, New York; that [he] is the [president] of Barclays Bank PLC., the corporation described in and which executed the above instrument; that [he] signed [his] name thereto by authority of the board of directors of the corporation.

  
Notary Public

RANDALL S. SCHULTZ  
Notary Public, State of New York  
No. 31-4931219  
Qualified in New York County  
Commission Expires June 27, 1998

BASF 85  
SCHEDULE I

<u>Date</u>	<u>Principal</u>	<u>6.85% Interest</u>	<u>Debt Service</u>	<u>Principal Balance</u>
				\$ 1,156,651.29
10/1/96 \$	18,883.29 \$	16,970.65 \$	35,853.94 \$	\$ 1,137,768.00
1/1/97 \$	19,308.16 \$	19,484.28 \$	38,792.44 \$	\$ 1,118,459.84
4/1/97 \$	35,683.36 \$	19,153.62 \$	54,836.98 \$	\$ 1,082,776.48
7/1/97 \$	3,018.28 \$	18,542.55 \$	21,560.83 \$	\$ 1,079,758.20
10/1/97 \$	19,820.17 \$	18,490.86 \$	38,311.03 \$	\$ 1,059,938.03
1/1/98 \$	20,266.13 \$	18,151.44 \$	38,417.57 \$	\$ 1,039,671.90
4/1/98 \$	37,456.09 \$	17,804.38 \$	55,260.47 \$	\$ 1,002,215.81
7/1/98 \$	3,165.64 \$	17,162.95 \$	20,328.59 \$	\$ 999,050.17
10/1/98 \$	20,803.48 \$	17,108.73 \$	37,912.21 \$	\$ 978,246.69
1/1/99 \$	21,271.55 \$	16,752.47 \$	38,024.02 \$	\$ 956,975.14
4/1/99 \$	39,316.77 \$	16,388.20 \$	55,704.97 \$	\$ 917,658.37
7/1/99 \$	25,025.41 \$	15,714.90 \$	40,740.31 \$	\$ 892,632.96
10/1/99 \$	40,764.47 \$	15,286.34 \$	56,050.81 \$	\$ 851,868.49
1/1/00 \$	41,681.67 \$	14,588.25 \$	56,269.92 \$	\$ 810,186.82
4/1/00 \$	42,619.50 \$	13,874.45 \$	56,493.95 \$	\$ 767,567.32
7/1/00 \$	43,578.44 \$	13,144.59 \$	56,723.03 \$	\$ 723,988.88
10/1/00 \$	44,558.96 \$	12,398.31 \$	56,957.27 \$	\$ 679,429.92
1/1/01 \$	45,561.54 \$	11,635.24 \$	57,196.78 \$	\$ 633,868.38
4/1/01 \$	46,586.67 \$	10,855.00 \$	57,441.67 \$	\$ 587,281.71
7/1/01 \$	47,634.87 \$	10,057.20 \$	57,692.07 \$	\$ 539,646.84
10/1/01 \$	48,706.65 \$	9,241.45 \$	57,948.10 \$	\$ 490,940.19
1/1/02 \$	49,802.55 \$	8,407.35 \$	58,209.90 \$	\$ 441,137.64
4/1/02 \$	50,923.11 \$	7,554.48 \$	58,477.59 \$	\$ 390,214.53
7/1/02 \$	52,068.88 \$	6,682.42 \$	58,751.30 \$	\$ 338,145.65
10/1/02 \$	53,240.43 \$	5,790.74 \$	59,031.17 \$	\$ 284,905.22
1/1/03 \$	54,438.34 \$	4,879.00 \$	59,317.34 \$	\$ 230,466.88
4/1/03 \$	55,663.20 \$	3,946.75 \$	59,609.95 \$	\$ 174,803.68
7/1/03 \$	56,915.63 \$	2,993.51 \$	59,909.14 \$	\$ 117,888.05
10/1/03 \$	58,196.23 \$	2,018.83 \$	60,215.06 \$	\$ 59,691.82
1/1/04 \$	59,691.82 \$	1,022.22 \$	60,714.04 \$	\$ (0.00)
4/1/04 \$	- \$	- \$	- \$	
7/1/04 \$	- \$	- \$	- \$	
10/1/04 \$	- \$	- \$	- \$	
1/1/05 \$	- \$	- \$	- \$	
4/1/05 \$	- \$	- \$	- \$	
7/1/05 \$	- \$	- \$	- \$	
10/1/05 \$	- \$	- \$	- \$	
1/1/06 \$	- \$	- \$	- \$	

Total:                   \$ 1,156,651.29   \$ 366,101.17   \$ 1,522,752.46



## SCHEDULE II

Prepayment During Quarterly Period Beginning On <u>Date Shown Below</u>	Prepayment Premium (as a percentage of <u>principal prepaid</u> )
10/1/96	2.2500%
1/1/97	2.1875%
4/1/97	2.1250%
7/1/97	2.0625%
10/1/97	2.0000%
1/1/98	1.9375%
4/1/98	1.8750%
7/1/98	1.8125%
10/1/98	1.7500%
1/1/99	1.6875%
4/1/99	1.6250%
7/1/99	1.5625%
10/1/99	1.5000%
1/1/00	1.4375%
4/1/00	1.3750%
7/1/00	1.3125%
10/1/00	1.2500%
1/1/01	1.1875%
4/1/01	1.1250%
7/1/01	1.0625%
10/1/01	1.0000%
1/1/02	0.9375%
4/1/02	0.8750%
7/1/02	0.8125%
10/1/02	0.7500%
1/1/03	0.6875%
4/1/03	0.6250%
7/1/03	0.5625%
10/1/03	0.5000%
1/1/04	0.4375%
4/1/04	0.3750%
7/1/04	0.3125%
10/1/04	0.2500%
1/1/05	0.1875%
4/1/05	0.1250%
7/1/05	0.0625%
10/1/05	0.0000%